

1906-057 Chancery Causes: John R. Robbins vs. Jasper M. Robbins &  
Lee Co

Bailey, Noel, Pennington

1 Plat

CA-Debt

T-Property



To the Honorable W.T. Miller, Judge of the circuit court for Lee County:-

Humbly complaining, your orator, John R. Robbins, would respectfully, show unto your honor, that on the 20th day of February, 1897, he recovered before J.C. Noel, a justice of the peace of said County, a judgement against J.N. Robbins for the sum of \$79.50, with interest thereon from the 1st day of November, 1895, till paid and <sup>Costs</sup> \$1.70, which judgement is here filed, marked exhibit "1", and prayed to be read as a part of this bill: that no part of said judgement has ever been paid: that said judgement is duly docketed in the county court clerk's office of Lee County: and that this is the only judgement against said J.N. Robbins.

Your orator will further show unto your honor, that said J.N. Robbins some two or three years ago, bought from Carr Bailley a tract of land lying and being in this County, in the Crab Orchard Country, and said to contain some 120 acres: <sup>Exhibit "S" herewith filed as a part hereof</sup> that he has not paid said Bailley the whole of the purchase money on the same, but he is informed he owes on the same about \$157.57, <sup>as of Oct. 28<sup>th</sup> 1897</sup> that said Bailley has made no deed to said land to said Robbins: that the said Robbins is in possession of the land, and would be entitled to a deed had he the residue due on the purchase price of the same paid: that said Bailley has the first lien on said land, <sup>for said amount</sup> and your orator the second by reason of his said judgement: that said land after the payment of said balance due on said land, the same will not rent for a sum sufficient to pay your orator's said judgement in five years. Your orator will further show that owing to no deed having been made by said Bailley to said J.N. Robbins, and not being able to ascertain otherwise, he is unable to give <sup>an</sup> exact description of said land, with meets and bounds: he has asked the said Bailley for a description of the same, but he has failed to furnish it.

In consideration whereof, your orator prays that the said J.N. Robbins, and Carr Bailley be made parties defendants to this bill of complaint, and required to answer the same, but they need not do so on oath, as that is expressly waived: that they <sup>and each</sup> or either of them be especially required to answer and give the exact amount due to said Bailley on the purchase price of said land, when the same became due and from what date it bears interest: that they <sup>and each</sup> or either of them be required in their answer to give a full,



complete and accurate description of said land, by giving its location, how bounded and how <sup>much</sup> of the same; and that your orator be decreed a lien on said land by reason of his said judgement, and enough of the same be sold to pay said Bailley's debt and said judgement and the costs of this suit. And that all other, further and general relief be granted your orator that the nature of his cause may require. And he will ever pray etc. May process issue &c.

*Pennington Bros...* P.O.



Virginia---Lee County, To-Wit:

To J. J. Stapleton, Constable of said County.

I hereby command you to summon, John R. Robbins

If to be found in your District to appear at my office in said county, on the 20 day of January 1897 before me or such other Justice of said County, as may be there to try this warrant, to answer complaint of John R. Robbins.

and upon claim for money not exceeding \$100, exclusive of interest, to-wit: For the sum of \$ 79.50 due by note winning the same stand law, and then and there return this warrant.

Given under my hand the 20 day of Feb 1897.

J. R. Robbins } J. B. Noel J. P.  
J. H. Robbins }  
J. H. Robbins } On the 20 day of Feb 1897  
 Against } (In Debt)  
 At Pennington Ky in said County.

JUDGMENT. That the Plaintiff recover of the Defendant \$ 79.50 with interest thereon from the 12<sup>th</sup> day of Nov 1896, until paid, and \$ 7.50 for costs.

VIRGINIA—Lee County, To-wit: To J. J. Stapleton, Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of J. R. Robbins, in your county, you cause to be made the sum of \$ 79.50

with interest thereon from the 12<sup>th</sup> day of Nov 1896, till paid, which

J. R. Robbins has recovered before me

warrant in debt, and also the sum of \$ 7.50 which were adjudged to

he said J. R. Robbins for costs in prosecuting said warren.

Given under my hand the 22 day of Feb 1897.

J. B. Noel J. P.



J. R. Robbins

vs. } Warrant

J. N. Robbins

Executed the 9<sup>th</sup>  
day of Feb 1887

by J. J. Stapleton

and C. L. C.  
James Smyth  
for the Defendant

"Exhibit 1"



John R. Robbins  
vs. } Bice

J. R. Robbins et al  
1897 2<sup>nd</sup> Sept rules & pa executed  
+ D. M.  
" 1st Oct rules & D. M. Conf  
+ Cause set for hearing

Plffs Costs Nov 7 1898

Clerk	683
Tax	4.50
Shelf	2.50
attly	15.00
J. P.	1.50
Costs	.50
Estimated	5.00

\$32.83



To the Hon. W. T. Miller Judge of the  
Circuit Court of Lee County Va.

The demurrer and deperate  
answer of J. M. Robins to a bill  
filed in this Hon. Court against  
himself by J. R. Robins

Respondent says  
the pless Bill is not sufficient in  
law and of this he prays judgement.

But if required further  
answering he says, it is not true  
that the pless obtained a judgement  
against him, for \$79.50 on a note  
claiming the Homestead, or any other  
note. That allegation of the pless bill  
and pretended judgement is false.

There is not nor never was any  
such note. This respondent ad-  
mits that he owed J. R. Robins an  
open account for the sum of \$79.50  
and that he expected to pay it as  
agreed between them, but at the  
time said warrant was served on  
him, the debt was not due, and  
as he did not owe any such  
note, in his ignorance of law, he  
thought no judgement could be ren-  
dered against him, that would be  
valid unless some proof was made  
that there was such note or debt.  
None such was made, and the



Judgement filed against him was rendered. Your respondent is ignorant of legal proceeding and did not learn until it was too late, that his proper remedy was by appeal.

He therefore alleges that said judgement was rendered against him without any proof, that there ever was a note, or that it waived the Homestead and was lost or mislaid. He therefore alleges that it was rendered, by the justice well knowing there was no such note or proof of its loss; and that it was so rendered against this respondent in fraud, to deprive him of his legal defense thereto; and he is advised if it was so fraudulently rendered, with the full knowledge of said justice it is void; as fraud vitiates everything.

This respondent alleges that, he is under the law, as he is advised entitled to the Homestead laws of Virginia as against said debt, and that he will avail himself of its provisions when proof of the character of said debt is fully made.



It is not true however that his  
land will not rent for a  
sufficiency to pay said debt and  
Costs in five years, upon the  
Contrary it will do so.

And having now fully answered  
he prays to be dismissed  
with his Costs.

Pridmore & Lewis.

This answer is excepted to for the following reasons:

- (1) Because it is not complete and full;  
in this: it fails to furnish a description of the land in the <sup>plea</sup> mentioned, which is called & prayed for
- (2) It seeks or attempts to allege fraud in the procurement of your complete judgment, without averring or attempting to connect your complete with his alleged fraud.
- (3) Because it seeks to attack his judgment by alleging in effect that Justice Rock erred in giving the judgment; if judgment was erroneous (which your complete denies) defect remedy was by appeal, and his ignorance of law, does not help him, because it is



presumed in law that every man must  
know the law.

(4) And for various other reasons which  
will be pointed out at bar.

J. R. Robbins by  
Counsel.

J. R. Robbins

advs. answer

J. R. Robbins

Filed in open Court and  
they leave there of 8300  
the 4th 1897

A. B. Munsey clerk



John R. Robinson Campbell  
vs

Jasper H. Robinson & also Latta

On Motion of the Plaintiff  
this Cause is Stricken from  
the docket without Prejudice  
and with leave to  
reinstatate on proper notice  
by any one who may be interested.



John R. Robbins

Wm. de Chauncy

Jasper N. Robbins

Entered in C.B.

# 8, page 201-

Enter this

Sept 18th 1906

H. A. W. Shum



John R. Robbins Compt.

vs.

J. N. Robbins Deft.

} In Chancery

This cause came on again this day to be further heard upon the bill of the Compt., and exhibits filed ~~therewith~~ <sup>the answer of</sup> ~~and the depositions of witnesses~~ of said J. N. Robbins, and was argued by counsel; On consideration of all which and for reasons appearing to Court, it is adjudged, ordered and decreed that Carr Bailly recover from said J. N. Robbins the sum of \$157.57 with interest thereon from Oct., 28<sup>th</sup> 1897 till paid which sum is a vendors lien on the land in bill mentioned; and that said John R. Robbins recover free from the Homestead law the sum of \$81.20 with interest ~~thereon~~ on \$79.50 a part thereof from Nov. 1<sup>st</sup> 1895 till paid and the costs of this suit. And it is further adjudged, ordered and decreed that if said recoveries are not paid within 30 days from this date, then



E. H. Pennington, who is hereby appointed a Special Court, for the purpose will after advertising the time, terms and place of sale for 20 days by written or printed notices posted at the front door of the Court-house and in the neighborhood of said land, at the front-door of the Court-house, <sup>of said County</sup> on some Court day, will offer the land in the bill and proceedings mentioned, or so much thereof as may be necessary to pay said recoveries, for sale at public auction to the highest and best bidder, on a credit of One and two years time except a sum sufficient to pay the costs of this suit and commissions of sale which he will require to be paid down; and for the deferred payments he will take bonds payable to himself as such Court, bearing interest from date of sale and with good personal security; and he will



report his action to Court. But  
before undertaking his duties  
hereunder, said Pennington  
will execute bond before the  
~~clerk~~ clerk of this Court in the  
penalty of \$300<sup>00</sup> conditioned  
as the law requires in such  
cases. And this cause is con-  
tinued.



J. R. Robbins  
vs J. N. Robbins

J. N. Robbins

Eu. C. B. 6/2789

Enter This

Nov. 14 1898.

N. H.







Notices posted at the front door of the Court house  
and in the neighborhood of said land at the  
front door of the Court house on some Court  
day offer the land in the bill and proceedings  
mentioned or so much thereof as may be nec-  
essary to pay said recoveries, for sale at  
public auction to the highest bidder on a credit  
of one and two years time except a sum  
sufficient to pay the costs of this suit and com-  
missions of sale which he will require to be  
paid down and for the deferred payments he  
will take bonds payable to himself as Commis-  
sioner bearing interest from date of sale  
and with good personal security, and he  
will report his action to Court, But before  
undertaking his duties hereunder said Penning-  
ton will execute bond before the Clerk of this  
Court in the penalty of \$300.00 Conditioned as  
the law requires in such cases, And the  
Cause is Continued

A Copy

Teste. A. B. Munsey Clerk



John R Robbins  
vs } Copy of Decree  
J. M. Robbins

Copy for  
E. W. Pennington

( 75 )

Executed Feb 19<sup>th</sup>  
1898 By delivering  
a true copy of the  
within Decree to  
E. W. Pennington in  
Lee County Va.  
W. P. Weston S. J. C.



John R. Robbins

vs

In Chancery.

J. N. Robbins, et al.

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On motion of the defendant ~~who~~ suggests that the plaintiff is a non resident of this Commonwealth, ~~xxxxx~~ and asks that security for costs be given, it is ordered that the plaintiff execute before the Clerk of this Court a bond in the penalty of fifty dollars \$ (50.00) with good security, conditioned to pay such costs as may hereafter be decreed against him. And on the further motion of the defendant lief is granted him to file his answer, and the same is with exceptions *thru*ts, which are not passed on accordingly filed. And the Cause is continued.



J. R. Robbins  
of Decree

J. R. Robbins  
Nov. 7 1897

Eu. Col. to 6 p. 50+  
49

Enter this  
Nov. 5 1897  
W. W.



To J. N. Robbins & Orr Bailey:-

You are hereby notified, that on the 3<sup>rd</sup> day of February 1898 at the law office of E. H. Pennington in the town of Pennington Gap, Va., between the hours of 9 A. M. and 4 P. M. of that day, I shall proceed to take the depositions of J. C. Noel and others to be read as evidence in my behalf, in a certain suit in equity, depending in the Circuit Court for the County of Lee, wherein I am plaintiff and you are defendants; and if from any cause, the taking of said deposition be not commenced, or if commenced be not completed on that day, the taking thereof will be adjourned from day to day and from time to time and place to place until the same shall be concluded. This January, 10<sup>th</sup> 1898.

Respectfully,

John R. Robbins

By Pennington Bros.

P. G.



J. R. Robbins

vs } Notice To Take  
Deposition

J. R. Robbins shall

be contented in part  
on January 12<sup>th</sup> 1878  
by delivering a true  
copy of the within  
notice to Carl-  
Bailey

Wm. M. Weston, D.S.

for W. P. Weston S. L. G.

Further Granted:

On January 20<sup>th</sup> 1878  
by delivering a true  
copy of the within  
notice to J. R. Robbins  
E. S. Stapleton D.S.

for W. P. Weston

S. L. G.

John S. Weston  
A. J. Ogden



The depositions of J. C. Noel and  
E. W. Pennington taken before  
me J. S. Garrison, a Justice of  
the peace in and for the County  
of Lee and State of Virginia  
pursuant to notice hereto annexed  
at the law office of E. W. Pennington  
in the town of Pennington Gap, Va.  
on the 3<sup>rd</sup> day of February, 1898,  
between the hours of 9 a.m. and  
4 p.m. of that day to be read  
as evidence in behalf of John  
R. Robbins in a certain suit  
in Chancery depending in the  
Circuit Court for the County,  
Va. wherein said John R.  
Robbins is complainant and  
J. M. Robbins and Carr Bailey  
are defendants.

Present E. W. Pennington atty. for Compl.

No witnesses appearing, the taking  
of these depositions is continued  
until Saturday, February, 5<sup>th</sup> 1898,  
at the same place, and between the  
same hours.

J. S. Garrison J. S.



Met pursuant to adjournment  
at the law office of E. W. Penning-  
ton in the town of Pennington Gap,  
on February, 5<sup>th</sup> 1898, between  
the hours of 9 a.m. and 4 p.m.  
of that day. This Feb. 5<sup>th</sup> 1898

J. S. Garrison J. P.  
Present E. W. Pennington atty for complt

J. C. Noel a witness of lawful age  
after being duly sworn deposes  
as follows:

Ques. 1 Give your name, age, residence  
and occupation.

Ans. My name is John C. Noel, my age is  
38 years old my residence is Pennington  
Gap Va. my occupation is attorney at law  
but presently engaged in teaching school.

Ques. 2 Are you acquainted with  
the defendants in this cause?

Ans. I am.

Ques. 3 Please examine "Exhibit 1"  
filed in Complainant's bill,  
and tell what you know



~~was~~ about it?

Ans

Exhibit one appears to be a warrant, judgment and execution of John R. Robbins against J. N. Robbins. I issued said warrant tried the case and gave judgment and issued the execution; at the time I issued said warrant and gave said judgment and issued said execution I was one of the justices of Lee County Virginia. My recollection is that he J. N. Robbins was in town on the day said judgment was given, and that he had a conversation with me about the case, He admitted the justness of the debt and the signing of the note, <sup>on which said judgment was rendered.</sup> but wanted to plead the promise of J. R. Robbins to him, that if he the said J. N. Robbins would sign the note that he the said J. R. Robbins would not bring suit upon the note. He said that he had a letter from J. R. Robbins in which this promise was made. I am satisfied that <sup>he</sup> made no other defense to the warrant. But afterwards asked a new trial on the case but same was not granted.

Ques. 4. Did you see the note on which said judgment was



rendered? If so, state where  
the note is, <sup>now</sup> if you know.

Ans. I have seen the note. It was in my  
possession the last time I saw it. It is  
either at my house if not destroyed, or  
lost with a pocket-book of mine containing  
~~another~~ a number of other papers. I am  
satisfied the latter is the case but do  
not know. I have searched for it  
but have not been able to find it.

Ques. 5. Do you remember whether  
or not said note waived  
the Homestead law? Tell what  
you may know or remember  
about this if any thing.

Ans. My recollection is that it did, though  
I could <sup>not</sup> say positively about it. On the  
day that <sup>on the day judgment was rendered</sup> rendered said judgment, I  
told J. R. Robbins that he had the right  
to appeal from my judgment.  
And further this deponent regret-  
not.

Witness  
claim day  
504

J. C. Noel.

E. H. Puntington another witness  
of lawful age after being  
duly sworn deposes as follows:  
I was attorney for J. R. Robbins



He placed the note in my hands  
 for collection, on which said  
 J. C. 'well a justice gave  
 judgment. I saw the note  
 repeatedly. Before I sent  
 out the warrant I talked to  
 J. N. Robbins about it. He ad-  
 mitted to me signing the note  
 and that it was justly due  
 J. R. Robbins. He told me  
 since the judgment was  
 rendered he owed the money.  
 The note was due according  
 to its face on Nov. 1<sup>st</sup>, 1895 and  
 was for \$79.50. My recollec-  
 tion is that the note waived  
 the benefit of the Homestead  
 Law, and I am pretty positive  
 of this fact. The note was dated  
 some time before it was due.  
 I think it was some time in  
 the fall of 1896 I sent out  
 a warrant on this note, and J. N.  
 Robbins came to me & said if he  
 had an agreement with J. R.  
 Robbins not to sue him at that  
 time; so I agreed with him to  
 discontinue the warrant & wait



on until January, 1<sup>st</sup> 1897, and  
he agreed with me to pay off  
the note by that time. But he  
did not pay off the note; so  
I sued out the warrant on  
which the judgment was rendered  
on which this suit is brought.  
Neither I nor J. R. Robbins were  
present at the time said judge-  
ment was rendered. Before  
the day of trial, I knew I could  
not be at the trial and before  
going away, <sup>I think</sup> left the note on  
which I had sued out the war-  
rant with J. C. Noel; and that  
is the last I have seen of the  
note.

And further this deponent saith  
not.  
E. H. Pennington

Virginia

Lee County, to-wit..

J. J. S. Garrison, a justice of  
the peace for the county of Lee  
in said State, do hereby certify  
that the foregoing depositions of  
J. C. Noel and E. H. Pennington



were duly taken, sworn to and  
subscribed before me, at the time  
and place, and for the purpose in  
the caption mentioned.

Given under my hand this 5<sup>th</sup> day  
of February, 1898.

J. S. Garrison. J. P.



J. R. Robbins  
no } deposition

J. N. Robbins et al

Received by mail in  
good condition and filed  
February the 5th 1898  
A. B. Munsey Clk

Price of costs  
J. C. Hall wit. .50¢  
J. S. Garison J. P. 1.50  
Sheriff 1.00  

---

\$ 3.00



Judge E.W.Pennington;

Dear Sir:

In reply to your favor I find a survey made for ex Judge Baily, of 120 acres, which I suppose is the survey in question; and enclose a copy thereof.

He made another and assigned one half to me, I suppose it is not the one as it contained 220A.

Respect Yours L.M. Carmical

August 22nd 1893.

By virtue of Virginia land office Treasury Warrent No. 30783 duplicate dated 17 July 1891. I have surveyed for Carr Baily 120 acres of land in Lee County on the north side of Stone Mountain and on the North Fork of Howells river.

Beginning at two small sourwoods a black gum & chestnut oak corner to Thomas Robbins land and on the McCredie line and with a line of Robbins land N60E90 poles crossing a branch at 16 poles to a stake corner to a tract of land deeded by said Baily to R.A. Ayres, and with a line of same S35E 220 poles to 3 chestnut oaks, a black oak and 3 pines on the top of said mountain, and with the top of the same as it meanders S60W 90 poles to a stake on the said McCredie line and with the same N35W 220 poles to the beginning.

L.M. Carmical S.L.C.

S35E 220  
Carr Baily  
120 Acres  
S60W 90

I certify that the above is a correct copy.  
This July 28<sup>th</sup>. 1898.

L.M. Carmical S.L.C.

Fee 50cts,



Quincy Va. July 22/88  
Judge E. W. Pennington

Dear Sir

Yours of recent date to hand. In reply I will say that I can not give all the information you ask for, but perhaps I can give enough, for you to get the remainder without much trouble. The amount due father from Robbins is the amount of a note given on the 28 of Oct. 1895 for \$151.51. He had paid some on the old notes and gave a new note for the balance. I read a letter from the Register of the Land Office, in which he states, that there are two surveys on file there one for 120 acres and one for 220 acres, I am sure



that the 220 acre tract is not  
the one sold to J. N. Robbins, as  
L. M. Carmichael is a partner in  
this tract, so the 120 acre tract  
must be the one. The grant is not  
yet issued. You can find the  
courses on the survey ~~book~~ book.  
Father's memory is so bad  
that I can get no accurate in-  
formation from him. I suppose  
you can get the desired information  
from Carmichael, if ~~not~~ from  
the Land office

Yours Very truly  
C. D. Bailey



# LAND SALE!

John R. Robbins

VS

J. N. Robbins et al

IN CHANCERY.

To carry out the decree entered in the above styled pending cause, on the 14 day of November 1898, now in the Circuit Court of Lee County, I will proceed at the front door of Lee courthouse on the 16<sup>th</sup> day of January 1899 and at public out-criy, to the highest bidder, to sell the following described property, to-wit:

The tract of land on the north side of the Stone Mountain, and being the same land which said J. N. Robbins bought from Carr Bailey and said to contain 120 acres. But as to the quantity and title of said land the purchaser thereof will take it at his own risk.

or enough thereof to pay \$ 260<sup>00</sup> and the costs of this suit and the commissions of sale. upon the following terms, to wit: Enough cash to pay cost and commission, and the remainder in two equal installments due in One and two years from the date of sale. The purchaser will be required to execute bonds bearing interest from the date of sale with good personal security.

G. H. Huntington

Special Commissioner.

This 1 day of Dec 1898.



Know all Men by these Presents, That we E. M. Pennington and  
R. L. Pennington

are held and firmly bound unto the Commonwealth of Virginia, in the sum of \$300.00  
Three hundred dollars, to payment whereof, well and truly to be made to  
 the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs,  
 executors, and administrators, jointly and severally, firmly by these presents, hereby waiving the  
 benefit of our homestead exemptions as to this obligation, and any claim, right, or privilege to  
 discharge any liability arising under this bond, or by virtue of said office or trust, in any cur-  
 rency, funds, counter claims or offsets other than legal-tender currency of the United States.

Sealed with our seals, and dated this 30th day of November  
 one thousand eight hundred and Ninety eight.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That if the above bound E. M.  
Pennington  
 shall faithfully perform the duties of his office or trust, as Commissioner

under a decree of the Circuit Court of the County of Lee, pronounced on the 14th day  
 of November, 1898, in the suit therein depending under the name and style  
 of John R. Robbins against J. M. Robbins

then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed and acknowledged in the  
 presence of

A Copy } Robt L Pennington [SEAL]  
Teste: A. B. Munsey Clerk } [SEAL]

In the Clerk's Office of the Circuit Court of the County of Lee.

This day \_\_\_\_\_  
 suret on the above bond, made oath before me A. B. MUNSEY, Clerk of the Circuit Court  
 of the County of Lee, that \_\_\_\_\_ estate after the payment of all \_\_\_\_\_ just  
 debts, and those for which \_\_\_\_\_ bound as securit for others, and expect to  
 have to pay \_\_\_\_\_ worth the sum of \_\_\_\_\_  
 \_\_\_\_\_ dollars.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_ 189 .

Teste: \_\_\_\_\_ Clerk



John R Robbins  
vs

John Robbins  
Copy of  
to { COMMISSIONER  
BOND.

Commonwealth.



Southwest Virginian, {  
Jonesville, Va. }

# The Commonwealth of Virginia,

To the Sheriff of the County of Lee Greeting:

We command you to summon

*J. R. Robbins and  
Larr Bailey*

to appear at the Clerk's office of our Circuit Court of the County of Lee at the court-house thereof. at the  
Rules to be holden for said court, on the *3rd* Monday in *September* 189*7*, to answer  
a bill in Chancery, exhibited against *them* in our court by *John*  
*R. Robbins*

And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the *18th* day of

*August* 189*7*, and in the 12*2nd* year of the Commonwealth.

A copy—Teste:

*A. B. Munsey* Clerk.  
Clerk.



John R Robbins

vs. { SUBPOENA  
IN CHANCERY.

J. R. Robbins et al

P. Brog

P. Q.

TO

2nd Sept

Rul & 6

CIRCUIT COURT

Executed within  
subpoena in part  
on Sept 4 "1897. by  
delivering a true  
copy hereof to the  
within named Carr  
Bailey.

Wm. M. Weston, D.S.  
for H. P. Weston, S.L.C.  
Further executed on  
17 day of Sept. 1897.  
by delivering a true  
copy hereof to J. N.  
Robbins.

E. A. Stapleton, D.S.  
for H. P. Weston, S.L.C.